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*Attorneys for Numerous Wild Fire Claimants*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:  
PG&E CORPORATION  
- and -  
PACIFIC GAS AND ELECTRIC  
COMPANY,  
Debtors.

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11  
(Lead Case)  
(Jointly Administered)

**DECLARATION OF MIKAL WATTS IN  
SUPPORT OF HIS REPLY TO  
DOC. #6944 (KANE/GOWINS)  
REGARDING WILLIAM B. ABRAMS  
MOTION TO DESIGNATE  
IMPROPERLY SOLICITED VOTES  
PURSUANT TO 11 U.S.C. §1125(B) AND  
1126(E) AND BANKRUPTCY RULE 2019**

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Date: TBD  
Time: TBD  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
450 Golden Gate Avenue  
San Francisco, CA 94102

[Re: Docket No. 6799, 6964, 6963]

**DECLARATION OF MIKAL WATTS**

Mikal Watts declares the following pursuant to 28 U.S.C. § 1746:

1. I am an attorney at the law firm of WATTS GUERRA LLP.
2. WATTS GUERRA represents over 16,000 unique individuals who timely filed Notices of Claim by this Court's amended Bar Date of December 31, 2019.

1           3.       Watts Guerra's standard retention agreement makes a disclosure that the firm  
2 represents multiple clients, and secures permission to do so:

3                   **MULTIPLE CLIENTS.** Client understands and agrees that the Firms may be  
4 representing more than one client in this matter and that the following aspects  
5 of joint representation have been disclosed: (1) that the Client might gain or  
6 lose some advantages if represented by separate counsel; (2) that the Firms  
7 cannot serve as an advocate for one client against another client, but must assist  
8 all clients in pursuing their common purposes; (3) that the Firms must deal  
9 impartially with every client; (4) that information received by the Firms from  
10 or on behalf of any jointly represented client concerning the matter may not be  
11 confidential or privileged as between the jointly-represented clients and may be  
12 disclosed to other jointly-represented clients as is deemed proper or necessary;  
13 (5) if a conflict arises between clients that results in the discharge or withdrawal  
14 of the Firms, the Firms might not be able to continue representing any of the  
15 clients involved; and (6) that the representation of all clients by the Firms will  
16 not necessarily expedite handling of the matter or reduce associated attorneys'  
17 fees and expenses. **Client consents to the Firms representing more than one  
18 client in this matter.**

19           4.       WATTS GUERRA's credit facility is a normal bank loan, like one that it and its  
20 predecessor entities have enjoyed for twenty-three years. It has a typical four-year term. It has flat,  
21 non-usurious interest. Its debt compounds annually, like a normal loan from a bank. It is not  
22 secured by personal guaranties of the principals of the firm. The amount of the credit facility is  
23 less than 25% of the expected fees calculated into the firm's borrowing base. It is not a "litigation  
24 financing" vehicle, whereby an investor funds a project, and thereby earns a percentage of the fees  
25 earned from that project. Rather, it is a facility from which WATTS GUERRA runs eight offices  
26 in multiple states, and makes large investments in many mass torts at once across the United States,  
27 including tens of thousands of Syngenta corn clients and 3M Earplug clients, thousands of  
28 Valsartan, Zantac and JUUL clients, and large exposures to clients in the Opioids litigation and the  
COVID-19 business interruption litigation.

5.       WATTS GUERRA repeatedly has disclosed both orally and in writing to its entire  
client base detailed information concerning its credit facility in detail, the assignees thereof whom  
it met, and those with whom it negotiated whom were introduced to WATTS GUERRA by such

1 assignees, and repeatedly has passed those disclosures along to all its clients in writing, and also  
2 publicly made such disclosures. From the date of the North Bay Fires in October of 2017, through  
3 the Camp Fire in November of 2018, through the refinance of my firm's credit facility with Stifel,  
4 through the Kincade fire in October of 2019, to the present, I have always believed that I "will be  
5 able to provide competent and diligent representation to each affected client," and I do continue to  
6 provide that competent and diligent representation to each affected client.  
7

8 6. Even when the COVID-19 pandemic led to "shelter in place" orders, we prepared  
9 by buying lap top computers for each of our staff to work from home. However, our firm's labor  
10 force presently is "sheltered in place" under COVID-19 orders. All 111 of WATTS GUERRA's  
11 employees presently are working at home, without access to printers, paper and envelope supplies,  
12 stamps or pre-paid stamping machines.  
13

14 7. Before Will Abrams filed his original motion a week ago, reporters from both the  
15 *San Francisco Chronicle* and *Bloomberg News* asked me to comment on his motion, though the  
16 *Bloomberg* reporter told me that Abrams instructed him not to provide it to me. This week,  
17 reporters from *KQED*, *The Wall Street Journal* and *The New York Times* have each contacted me  
18 to ask for comment about Abrams' motion and the joinder in it by Steve Kane writing for Karen  
19 Gowins.  
20

21 8. The overwhelming majority of WATTS GUERRA's clients already have voted to  
22 "ACCEPT" has been communicated, and thus, is now publicly known. As of 2:30 p.m. PDT on  
23 April 27, 2020, 13,329 Watts Guerra clients have voted to "ACCEPT," while 148 have voted to  
24 "REJECT," a rate of acceptance exceeding 98.9%. *See* Doc. #345; Case No. 19-cv-05257-JD; filed  
25 April 28, 2020. I am aware of vote tallies from other firms with large numbers of cases, including  
26 (1) Singleton Law Firm, (2) Frantz Law Group, APLC, (3) Bridgford, Gleason & Artinian, (4)  
27 Robins Cloud LLP; and (5) another firm affiliated with the Singleton Law Firm's effort in this case.  
28

1 As of 2:30 p.m. PDT on April 27, 2020, these firms collectively had seen from their clients 20,229  
2 “ACCEPT” votes and 272 “REJECT” votes, for a combined acceptance rate of 98.67%.

3 9. Prior to receiving Will Abrams’ second *Ex Parte* Motion for Order Shortening Time  
4 (Doc. #6963) and his Declaration in Support of the same (Doc. #6964), he did not speak to me as  
5 the Respondent, nor do I have an email, a text or a phone call attempt to discuss this *Ex Parte*  
6 motion.  
7

8 10. I affirm that the facts set forth in this declaration are true and correct.

9 Dated April 28, 2020

10 Respectfully submitted,

11 /s/ Mikal C. Watts

12 Mikal C. Watts

13 WATTS GUERRA LLP

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21 *Attorney for Numerous Wild Fire Claimants*  
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